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EXAMINER

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2623

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**BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES**

Application Number: 09/693,288
Filing Date: October 20, 2000
Appellant(s): JERDING ET AL.

MAILED

JUN 27 2006

Technology Center 2600

Mr. Jeffrey R. Kuester
For Appellant

EXAMINER'S ANSWER

This is in response to the appeal brief filed 06 June 2006 appealing from the Office action mailed 01 December 2005.

(1) Real Party in Interest

A statement identifying by name the real party in interest is contained in the brief.

(2) Related Appeals and Interferences

The examiner is not aware of any related appeals, interferences, or judicial proceedings which will directly affect or be directly affected by or have a bearing on the Board's decision in the pending appeal.

(3) Status of Claims

The statement of the status of claims contained in the brief is correct.

(4) Status of Amendments After Final

The appellant's statement of the status of amendments after final rejection contained in the brief is correct.

(5) Summary of Claimed Subject Matter

The summary of claimed subject matter contained in the brief is correct.

(6) Grounds of Rejection to be Reviewed on Appeal

The appellant's statement of the grounds of rejection to be reviewed on appeal is correct.

(7) Claims Appendix

The copy of the appealed claims contained in the Appendix to the brief is correct.

(8) Evidence Relied Upon

6,166,730	GOODE et al.	12-2000
5,592,551	LETT et al.	1-1997
6,628,302	WHITE et al	9-2003

(9) Grounds of Rejection

The following ground(s) of rejection are applicable to the appealed claims:

1. Claims 83-86, 91, 93-99, and 105-111 are rejected under 35 U.S.C. 102(e) as being anticipated by Goode et al. (US Pat No. 6,166,730).

In consideration of claim 83, Figure 1 of the Goode et al. reference illustrates a system for implementing a “method for providing a media service to a user” via an “interactive media services client” [118] which is coupled to a “programmable media services server device” [106]. The method comprises “receiving by the interactive media services client, a movie identification identifying an on-demand movie without a scheduled broadcast time” wherein the system “assigns an access duration [associated with the interactive media services client]” or use/view time “having a first value to the movie, responsive to receiving the movie identification” in conjunction with the video ordering process. Subsequently, the “interactive media services client” [118] “receives . . . during the access duration, at least a portion of the on-demand movie” from a “server” [106] “located remotely from the interactive

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media services client” (Figure 7; Col 14, Lines 11-25; Col 14 Line 55 – Col 15, Line 22).

With respect to the limitations pertaining to “receiving . . . during the access duration, a first user input enabling the user to extend the access duration”, the limitations are met in accordance with the following implicit usage scenario involving two “interactive media service clients” [118] locatable within a household (Col 16, Line 60 – Col 20, Line 8). For clarity, the first terminal hereto merely referenced as “interactive media services client” [118] shall now be referenced as “interactive media services client” [118A] and the second “interactive media services client” shall be referenced as “interactive media services client” [118B] and all prior method steps are presumed to have been performed by “interactive media services client” [118A]. For example, it is assumed that the “interactive media services client” [118A] ordered an “on-demand movie without a scheduled broadcast time” having a user specified 4 hour period (ex. twice the length of the movie) and the user watched a portion of the movie. For the illustrative example, it is presumed that this user watches the watches the presentation for 1 hour before stopping the presentation and leaving the house. A second user in the household decides that they would like to watch the “on-demand movie” using their own “interactive media services client” [118B] and decides to start watching the movie as selected from the active program/saved movie screen (Figures 11-12) thereby starting the movie at the last viewing position of the first user (given that it is a VOD presentation the user could arguably continue watching from this point or choose to FF/REW to another point in the movie). Upon returning home 2

hours later (and still within the bounds of the original access duration) and with the second user still watching the presentation, the first user using “interactive media services client” [118A], is required to purchase another copy of the “on-demand movie” (Figure 10) in order to “enable the [user of the] interactive media services client” [118A] to subsequently “access the on-demand movie” in order to continue watching it. Thereupon the method involves “receiving by the interactive media services client” [118A] a “during the access duration, a first user input enabling the user to extend the access duration from the first value” associated with the original 4 hours to “a second value” or 5 hours “based upon a third value” or 4 hours (ex. twice the length of the movie) “responsive to receiving the first user input” ordering another copy of the presentation for viewing on the “interactive media services client” [118A]; thereby “enabling by the interactive media client” [118A], the user to access the on-demand movie during the extended access duration, responsive to receiving the first user input”. Should the second user continue to watch the presentation to its conclusion, the first user effectively is able to watch the movie with the first “interactive media services client” [118A] for a total of 5 hours or a net extension of 1 hour over and above the original rental term.

Claim 96 is rejected wherein the method set forth in claim 83 is implemented via a system comprising “at least one memory having stored thereon program code” [402] and “at least one processor that is programmed by at least the program code” [400] (Col 15, Lines 8-33).

Claims 84 and 97 are rejected wherein the user is “provided . . . with pricing information related to the extended access duration” (Col 4, Lines 33-46; Col 4, Line 63 – Col 5, Line 9; Col 14, Line 63 – Col 15, Line 2; Col 17, Lines 39-45).

Claims 85 and 98 are wherein the “interactive media services client” [118A] further “provides . . . the user with a selectable option . . . being configured to enable the user to extend the access duration from the first value to the second value” wherein the “interactive media services client” [118] “receives . . . a user input corresponding to the selectable option” in association with selecting the new rental terms for in conjunction with the purchase of a second copy of the presentation (Figure 7; Col 14, Lines 11-25; Col 14 Line 55 – Col 15, Line 22).

Claims 86 and 99 are rejected wherein the first “interactive media services client [118A] further “provides . . . the user with a selectable option during the first access duration . . . being configured to enable the user to extend the access duration from the first value to the second value” wherein the “interactive media services client” [118A] “receives . . . a user input corresponding to the selectable option” in association with selecting the new rental terms associated with the purchasing of a second copy of the presentation (Figure 7; Col 14, Lines 11-25; Col 14 Line 55 – Col 15, Line 22). In particular, the option must be provided during the “first access duration” or else a second or extended copy would not be offered / provided.

Claim 91 is rejected wherein the user is “charged” a “first price in connection with the first access duration” and a “second price in connection with the second

access duration, wherein the first price is different from the second price” (Col 17, Lines 39-45).

Claims 93 and 105 are rejected wherein the Goode et al. reference explicitly incorporates a detailed description of the navigator presented in the Gordon et al. (US Pat No. 6,208,335) reference (Col 11, Lines 12-15). As illustrated in Figure 17 of the Gordon et al. reference, the system “provides said user” with information specifying the time in which the access duration expires or “information indicating an amount of time remaining in the access duration”. For example, assuming that it is currently 5:58 PM, an informational message specifying that the movie is going to expire at 8:58 PM Tonight is indicative of 3 hours remaining in the rental. The claim does not require that the message specify the actual amount of time remaining. This screen may be presented any point in time during the “first access duration” or “prior” to the “first user input” associated with ordering of a media presentation (Goode et al.: Figure 11; Col 17, Lines 55-67).

Claims 94 and 106 are rejected wherein the “interactive media services client” [118A] “outputs . . . at least a second portion of the on-demand movie” [750] to a “television coupled to the interactive media services client” [122] (Figure 7). Subsequently, the user “interrupts [at a current location] by the interactive media services client”, the “output of the on-demand movie during the access duration” [815] (Figure 8) and “during a period between interrupt and the resume” the “first user input” (ex. selecting rental options or explicit terms of use) “enabling the user to extend the access duration from the first value to the second value is received”. The

“output of the on-demand movie at the current location [is subsequently resumed] by the [interactive media services client], responsive to a third user input” (ex. specifying purchase terms) thereby completing the order process (Figure 10).

Claims 95 and 107 are rejected wherein “during the extended access duration” , the “interactive media services client” [118A] “outputs . . . at least a second portion of the on-demand movie” [750] to a “television coupled to the interactive media services client” [122] (Figure 7).

Claims 108 and 110 are rejected wherein the Goode et al. reference “grants the interactive media services client” [118A] “access to the movie until the access duration has expired” in association with the terms of the rental (Col 16, Lines 47-59). For example, once the access duration has “expired” and if the user is not currently watching the presentation, the user is unable to return to the presentation since the session will be deleted.

Claims 109 and 111 are rejected wherein the Goode et al. reference “grants the interactive media services client” [118A] “access to the movie during the whole of the access duration” in accordance with the terms of the rental (Col 16, Lines 47-59). For example, the user when initially purchasing the event is implicitly granted access in accordance with the rental terms. The particular client access terminal or user would be unable to access the first copy of the movie in whole due to another terminal accessing the first copy of the movie, however, such does not preclude that the terminal was originally granted access during the whole of the access duration in accordance with the terms of the rental.

2. Claims 87, 88, 90, 100, 101, and 103 are rejected under 35 U.S.C. 103(a) as being unpatentable over Goode et al. (US Pat No. 6,166,730) in view of Lett et al. (US Pat No. 5,592,551).

In consideration of claims 87 and 100, the Goode et al. reference sets forth that in conjunction with ordering a video presentation that the user is capable of selecting rental terms including specifying the rental duration when purchasing a presentation thereby effectively extending the access duration of a rented presentation. The reference, however, is silent as to the composition of the interface wherein the user specifies the rental terms (Col 14, Line 63 – Col 15, Line 22) so as to clearly conclude that the user is “provided with a plurality of selectable options . . . being configured to enable the user to extend the access duration from the first value according to the corresponding value of a selected option from the plurality of options . . . including on corresponding to the third value”. In essence, it is unclear that the user of the Goode et al. system is provided with a list of available access durations from which to choose in connection with ordering the presentation, which would render the claim anticipated.

In a related art pertaining to the ordering of video-on-demand presentations, Figure 13 of the Lett et al. reference, provides evidence that it is known in the art to provide the user with a “plurality of selectable options” specifying access durations in connection with ordering of programming (Lett et al.: Col 1, Lines 25-30; Col 16, Lines 37-41). It would have been obvious to one having ordinary skill in the art at the time the invention was made so as to provide the user with a “plurality of selectable

options” in connection with ordering the on-demand movie for the purpose of providing a user-friendly and easy to use method for making the ordering of programs as easy as possible through the usage of selectable options (Lett et al.: Col 2, Lines 6-20). Accordingly, as modified, the Goode et al. reference in connection with the ordering of on-demand movies “provides by the interactive media services client” [118A] “the user with a plurality of selectable options” corresponding to particular rental durations which “enable the user to extend the access duration from the first value” associated with the original order to a second value “according to the corresponding value of a selected option from the plurality of options . . . including one correspond to the third value” and subsequently, “receives by the interactive media services client” [118A] the “first user input corresponding to the one of the selectable options corresponding to the third value” thereby completing the order for the rental extension / second copy.

In consideration of claims 88 and 101, as aforementioned, it is unclear in connection with establishing rental terms in the ordering process of the second scenario if the user is necessarily provided with a “plurality of selectable options . . . being configured to enable the user to extend the access duration from the first value to the second value”. In a related art pertaining to the ordering of video-on-demand presentations, Figure 13 of the Lett et al. reference, provides evidence that it is known in the art to provide the user with a “plurality of selectable options” specifying access durations in connection with ordering of programming (Lett et al.: Col 1, Lines 25-30; Col 16, Lines 37-41). It would have been obvious to one having ordinary skill in

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the art at the time the invention was made so as to provide the user with a “plurality of selectable options” in connection with ordering the on-demand movie for the purpose of providing a user-friendly and easy to use method for making the ordering of programs as easy as possible through the usage of selectable options (Lett et al.: Col 2, Lines 6-20). Accordingly, as modified, the Goode et al. reference in connection with the ordering of on-demand movies in the second illustrative scenario “provides by the interactive media services client” [118A] “the user with a plurality of selectable options during the first access duration” corresponding to particular rental durations which “enable the user to extend the access duration from the first value to a second value” and subsequently, “receives by the interactive media services client” [118A] the “first user input corresponding to the one of the selectable options” thereby completing the order for the rental extension / second copy.

In consideration of claims 90 and 103, as illustrated in Figure 13 of Lett et al., the user is provided with “information identifying a plurality of prices wherein each of the plurality of prices corresponds to a respective one of the plurality of selectable options” such that rentals with a longer duration are charged higher prices than those of a shorter duration.

3. Claims 92 and 104 are rejected under 35 U.S.C. 103(a) as being unpatentable over Goode et al. (US Pat no. 6,166,730) in view of White et al. (US Pat No. 6,628,302).

In consideration of claims 92 and 104, as aforementioned, the Goode et al. reference explicitly incorporates a detailed description of the navigator presented in the Gordon et al. (US Pat No. 6,208,335) reference (Col 11, Lines 12-15). As

illustrated in Figure 17 of the Gordon et al. reference, the system “provides the user” with information specifying the time in which the access duration expires. This screen may be presented any point in time during the “first access duration” or “prior” to the “first user input” associated with ordering of a media presentation (Goode et al.: Figure 11; Col 17, Lines 55-67). It is unclear, however, if such information, in itself is indicative of “providing the user with information indicating that there is insufficient time remaining in the access duration to enable the user to view a remainder of the on-demand movie”.

In a related art pertaining to video-on-demand systems, the White et al. reference provides evidence that it is known in the art to provide the user with information indicative of the amount of time remaining in a movie responsive to the movie being paused (White et al.: Col 4, Lines 38-49). Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to modify White so to provide the user with information indicative of the amount of time remaining in a movie as taught by White et al. for the purpose of providing the user with helpful information in order to properly plan their television viewing (ex. Is there enough time for me to finish watching the movie before dinner). Accordingly, taken in combination, by providing the user with both the expiration time of the access duration, as well as the amount of playing time remaining in the movie, the combined references “prior to the step of receiving the first user input, provide the user with information indicating that there is insufficient time remaining in the access duration to enable the user to view a remainder of the on-demand movie”.

4. Claims 89 and 102 are rejected under 35 U.S.C. 103(a) as being unpatentable over Goode et al. (US Pat no. 6,166,730), in view of Lett et al. (US Pat No. 5,592,551), and in further view of White et al. (US Pat No. 6,628,302).

In consideration of claims 89 and 102, the Goode et al. reference is silent with respect to providing the user with “information indicating an amount of playing time corresponding to a remainder of the on-demand movie”. In a related art pertaining to video-on-demand systems, the White et al. reference provides evidence that it is known in the art to “provide [a] user with information regarding a media presentation remaining playing time corresponding to a remainder of the video presentation, the remainder being calculated from a current interruption point in the video presentation” (White et al.: Col 4, Lines 38-49). Accordingly, it would have been obvious to one having ordinary skill in the art at the time the invention was made to “provide said user with information regarding a media presentation remaining playing time corresponding to a remainder of the video presentation, the remainder being calculated from a current interruption point in the video presentation” for the purpose of providing the user with helpful information in order to properly plan their television viewing (ex. Is there enough time for me to finish watching the movie before dinner).

(10) Response to Argument

Upon consideration of appellant’s arguments the examiner respectfully disagrees that the rejection should be overturned. Appellant’s arguments are premised upon the

examiner's claim interpretation being incorrect such that the particular purchasing of another copy of the same movie is not equivalent to a user extending an access duration to the identified movie presentation. Only those arguments raised by the appellant pursuant to the issues on appeal and directed towards the interpretation of particular claim limitations have been considered and addressed by the examiner. Any further arguments, that the appellant could have made concerning other claim limitations and/or other rational for a prima facie case of obviousness having not been made (ex. teaching away, long standing need, etc.) are not considered issues on appeal for this appeal and are not being further addressed by the examiner for the Board's consideration.

(A) – Rejection of claim 83 under 35 U.S.C. 102

1. The Goode et al. Reference

The examiner essentially agrees with the applicant's summary of the teachings of the Goode et al. reference.

2. The "Implicit Usage Scenario" Described in the Office Action

The examiner concurs with the applicant's summarization of particular scenario believed taught by the Goode et al. reference. As summarized, the scenario requires the usage of the same movie throughout. No arguments are presented refuting whether or not the particular scenario is taught/anticipated by the reference in the Brief; moreover, as further made clear in appellants Pre-Appeal Brief (03 March 2006), there is no disagreement between the parties as to the interpretation of the Goode et al. reference

anticipating the ‘implicit usage scenario’. The disagreement lies in whether or not the ‘scenario’ actually meets the claimed limitations.

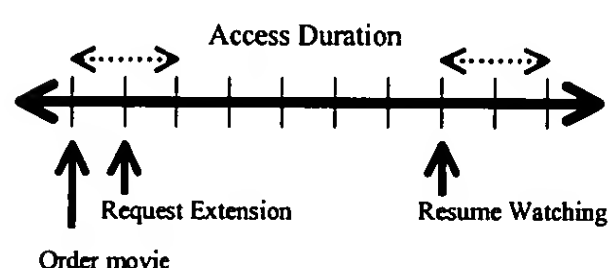
3. Rejection of claim 83 based on the “Implicit Usage Scenario”

With respect to appellant’s arguments regarding the particular purchase of another copy of the same movie not being equivalent to a “first user input enabling the user to extend the access duration” such that the claim clearly refers to extending access to the identified movie presentation as opposed to a second movie presentation as described in the ‘implicit usage scenario’, the examiner respectfully disagrees. In light of the specification and the broadest reasonable interpretation, ‘access duration’ has been construed as the amount of time in which a user can view or watch a given movie. A ‘second movie presentation’, in light of the specification, would appear to be interpreted as an entirely different movie presentation (ex. ‘Titanic’ – first movie presentation and ‘Wedding Singer’ – second movie presentation). In its simplest terms, the particular extension of an ‘access duration’ is therefore interpreted as the user requesting additional time in order to watch a given movie (ex. Titanic). If a user is allowed to watch a movie for 2 hours and then subsequently re-rents/re-orders the movie for another 2 hours (either consecutively or non-consecutively to the first rental), why doesn’t it follow that the user has effectively or equivalently extended his ‘access duration’ for that movie from the original 2 hour rental to become a 4 hour rental? The ‘implicit usage scenario’, as noted in appellant’s summarization of the scenario, clearly indicates the usage of the ‘same movie’ throughout the process. Accordingly, how can appellants initially concur with the

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examiner's position that the same movie is utilized throughout the scenario, but then argue/conclude that the rejection should be overturned because a different movie or second movie presentation is being utilized?

The specification as originally filled sets forth that a user orders a copy of a particular movie (ex. Titanic) for a particular amount of time (ex. 2 hours – single viewing) or



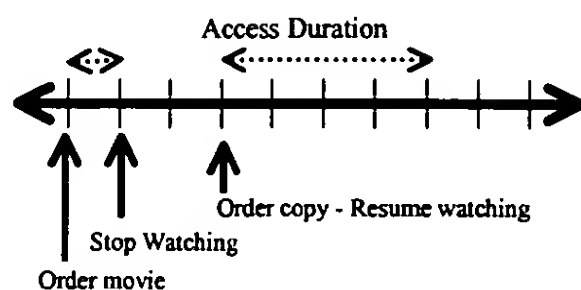
initial 'access duration'. The user can stop watching the movie (ex. 1 hour into the original access duration – as illustrated) and purchase additional time (ex. 2

hours) such that the total 'access duration' or amount

of time in which the user can watch the movie is extended beyond that originally set forth (ex. 2 hours initially + 2 hours extension = 4 hours total access duration) (IA: Page 11, Line 3 – Page 12, Line 5). As set forth in the specification and illustration above, the particular extension of the access duration need not be continuous or occur consecutively to the original access period (IA: Page 12, Lines 6-20) to be considered an extension of the originally identified movie presentation. Accordingly, in light of the specification, a second copy of the same presentation (ex. Titanic) could be watched/delivered at a later point in time and still be considered an extension to the 'access duration'.

As described, the 'implicit usage scenario' requires that a user order a second copy of the same movie or the previously identified movie presentation (ex. Titanic)¹. When the user initially orders the movie (ex. Titanic), they establish a particular amount of time or initial 'access duration' to which they would like to view the movie. After having viewed

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the movie for a portion of that 'access duration' (ex. 1 hour as shown), the same user subsequently is

required/forced to order another copy of the same

movie (ex. Titanic) with new rental conditions in order to continue watching the movie (ex. Titanic). The reordering process of the same presentation is considered analogous to applicant's disclosed process of requesting an extension to the access duration since in both situations the 'first user' needs to purchase additional time in order to continue watching the presentation thereby effectively extending the originally established 'access duration' or time in which the first user can watch the same movie (ex. Titanic).

In light of the aforementioned and how it relates to the claimed limitations, the claim is met by the 'implicit usage scenario' as follows:

- "receiving, by the interactive media services client a movie identification identifying an on-demand movie without a scheduled broadcast time"

Goode et al. teaches that the 'interactive media services client' [118] receives a 'movie identification' or input associated with a particular on-demand movie (ex. Titanic) (Col 14, Line 55 – Col 15, Line 2). A true VOD movie, as opposed to other forms of on-demand movies (ex. impulse PPV) is construed as being without a scheduled broadcast time consistent with the specification.

- "assigning an access duration having a first value to the movie, responsive to receiving the movie identification, the access duration associated with the interactive media services client"

Goode et al. teaches that the use time or "access duration" (ex. 4 hours – or twice the title length time) is established at the point of purchase for the particular

¹ Goode et al., without turning to the incorporated 60/034,490 application, does not explicitly disclose any particular

client [118] (Col 15, Lines 8-22). One skilled in the art would recognize that the same logic in the ‘implicit usage scenario’ would also equally apply to view time, but was/is not discussed in further detail in order to attempt to simplify issues. Accordingly, particular user associated with the particular terminal [118] after purchasing the movie ‘Titanic’ can initially watch the movie for 4 hours.

- “receiving, by the interactive media services client during the access duration, at least a portion of the on-demand movie from a server located remotely from the interactive media services client”

Goode et al. teaches that the “interactive media services client” [118] can watch the particular movie previously requested as delivered (Figure 7 – Step [750]; Col 15, Lines 23-33) from the “server” [106] “located remotely from the interactive media services client” (Figure 1).

- “receiving, by the interactive media services client during the access duration, a first user input enabling the user to extend the access duration from the first value to a second value, based upon a third value specified by the user;

As illustrated in Figure 10, the first user associated with the first client or the “interactive media services client” [118] having already watched a particular portion (ex. 1 hour) of the movie (ex. Titanic) is forced to order a second copy of the movie (ex. Titanic) since another user is watching movie during the originally established access duration. A ‘first user input’ associated with the ordering of the second copy, thereby extends the established ‘access duration’ for which the user was actually allowed to view the movie to “a second value” or 5 hours of

total viewing time “based upon a third value” or 4 hours associated with reordering the same movie using the same rental terms as before.

- [thereby] enabling, by the interactive media services client, the user to access the on-demand movie during the extended access duration, responsive to receiving the first user input”

Responsive to the aforementioned, the first user effectively is able to watch the movie with the “interactive media services client” [118] for a total of 5 hours or a net extension of 1 hour over and above the original rental term during the “extended access duration” as established with the new viewing parameters.

With respect to appellant’s arguments regarding the claim consistently referring to a single user and a single client wherein the ‘implicit usage scenario’ refers to multiple clients and users, the examiner does not disagree. The examiner recognizes that the claim requires that a single user and a single client perform the steps set forth in the claimed method. As summarized in the ‘implicit usage scenario’ of the Appeal Brief, the claimed steps are performed by the single user and client. The claim utilizes the transitional phrase “comprising” which is inclusive or open-ended and does not exclude additional, unrecited elements or method steps. See, MPEP 2111.03 [R-3]; *Invitrogen Corp. v. Biocrest Mfg., L.P.*, 327 F.3d 1364, 1368, 66 USPQ2d 1631, 1634 (Fed. Cir. 2003) (“The transition comprising’ in a method claim indicates that the claim is open-ended and allows for additional steps.”); *Genentech, Inc. v. Chiron Corp.*, 112 F.3d 495, 501, 42 USPQ2d 1608, 1613 (Fed. Cir. 1997) (“Comprising” is a term of art used in claim language which means that the named elements are essential, but other elements may be added and still form a construct within the scope of the claim.); *Moleculon Research Corp. v. CBS, Inc.*, 793 F.2d 1261, 229 USPQ 805 (Fed. Cir. 1986); *In re Baxter*, 656

F.2d 679, 686, 210 USPQ 795, 803 (CCPA 1981). Therefore, the claim does not preclude the existence or usage of multiple users and clients within the system performing other unrecited method steps such that their particular interactions with the system cause/facilitate a single user / client to perform the claimed steps as disclosed in the "Implicit Usage Scenario".

Accordingly, it is the examiner's position that the rejection and interpretation of the claim as a whole is proper given that the 'implicit usage scenario' clearly relies upon the same identified movie presentation (ex. Titanic) throughout and the particular open ended language of the claim, as a matter of law, does not preclude the particular reference to other clients/users.

(B) – Rejection of claims 84-86, 91, and 93-95 under 35 U.S.C. 102

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 83. Accordingly, the rejection of claims 84-86, 91, and 93-95 is considered proper in light of the previously presented arguments.

(C) – Rejection of claims 87, 88, and 90 under 35 U.S.C. 103

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 83 other than to set forth that Lett et al. does not cure the deficiencies of Goode et

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al. previously argued. Accordingly, the rejection of claims 87, 88, and 90 is believed proper in light of the previously presented arguments.

(D) – Rejection of claim 92 under 35 U.S.C. 103

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 83 other than to argue that White et al. does not cure the deficiencies of Goode et al. previously argued. Accordingly, the rejection of claim 92 is believed proper in light of the previously presented arguments.

(E) – Rejection of claim 89 under 35 U.S.C. 103

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 83. Accordingly, the rejection of claim 89 is believed proper in light of the previously presented arguments.

(F) – Rejection of claim 96 under 35 U.S.C. 102

With respect to appellant's arguments regarding claim 96, the particular arguments/issues raised regarding claim 83 are the same arguments/issues raised regarding claim 96. Accordingly, the rejection of claim 96 is considered proper in light of the previously presented arguments pursuant to claim 83.

(G) – Rejection of claims 97-99 and 105-111 under 35 U.S.C. 102

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 96. Accordingly, the rejection of claims 97-99 and 105-111 is considered proper in light of the previously presented arguments.

(H) – Rejection of claims 100, 101, and 103 under 35 U.S.C. 103

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 96 other than to set forth that Lett et al. does not cure the deficiencies of Goode et al. previously argued. Accordingly, the rejection of claims 100, 101, and 103 is believed proper in light of the previously presented arguments.

(I) – Rejection of claim 104 under 35 U.S.C. 103

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 96 other than to argue that White et al. does not cure the deficiencies of Goode et al. previously argued. Accordingly, the rejection of claim 104 is believed proper in light of the previously presented arguments.

(J) – Rejection of claim 102 under 35 U.S.C. 103

Appellants provide no further arguments over and above those previously presented with respect to deficiencies believed to exist in the Goode et al. anticipating independent claim 96. Accordingly, the rejection of claim 102 is believed proper in light of the previously presented arguments.

(11) Related Proceeding(s) Appendix

No decision rendered by a court or the Board is identified by the examiner in the Related Appeals and Interferences section of this examiner's answer.

For the above reasons, it is believed that the rejections should be sustained.

Respectfully submitted,

Scott Beliveau

June 15, 2006

Conferees:

Scott Beliveau (Examiner of Record)



John Miller (SPE)

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